(3)
(1 F 10 5)

IN THE HIGH COURT OF JUDICATURE AT BILASPUR

CHHATTISGARH

W.P. NO. 3384 **/2004**

PETITIONER Vidya Kiran Shikshan Samiti
Through its President
Govind Magar, aged 32 years,
S/o Near Old Bus Stand, Kurud
District Dhamtari (C.G.)

P.R. No. 3359/04
Presented by Shri Santosh Sahu
dated 17-9-04

VERSUS

RESPONDENTS : 1. State of Chhattisgarh
Through secretary
Education Department
D.K.S. Bhawan Raipur (C.G.)

2. Chief ~~Municipal~~ Executive Officer
Janpad Panchyat, Kurud
Distt. Dhamtari (C.G.)

3. District Education Officer
Dhamtari, Distt. Dhamtari (C.G.)

4. Chhattisgarh Secondary Board of
Education, Through Secretary
Raipur (C.G.)

17/9/04

RECEIVED COPY
17/9/04
Clerk to A.G. Bilaspur

WRIT PETITION UNDER ARTICLE 226/227 OF

CONSTITUTION OF INDIA

XI-HC-22

उच्च न्यायालय, छत्तीसगढ़, बिलासपुर

(61)

आदेश पत्रक

मामला क्रमांक W.P. 338/ **सन्** 2004

..... **विरुद्ध** .....

आदेश का दिनांक आदेश क्रमांक सहित	आदेश हस्ताक्षर सहित	कार्यालयीन मामलों में डिप्टी रजिस्ट्रार के अन्तिम आदेश

10-3-2005

Mr. C.R. Sahu, counsel for the petitioner.

Mr. Sanjay S. Agrawal, Government Advocate for the State/ respondents No.1 & 3.

Mr. Prateek Sharma, counsel for respondent No.2.

Mrs. Usha Chandrakar, counsel for respondent No.4.

The petitioner has preferred this writ petition under Article 226/227 of the Constitution of India, being aggrieved by the show cause notices dated 4-9-2004 (Annexure P-5) and 13-9-2004 (Annexure P-6), whereby the petitioner has been asked to vacate the premises in question within 15 days and three days respectively, from the date of receipt of the notice.

Brief facts leading to filing of this writ petition are that petitioner Vidya Kiran Shikshan Samiti is running a Senior Secondary School at Kurud and the same is recognized by respondent No.4, and 400 students are studying in the school. Respondent No.2 i.e. the Chief Executive Officer of Janpad Panchayat, Kurud, entered into an agreement with the petitioner for letting out the Panchayat Bhavan to the petitioner for running the school for a period of three years and on 25-7-2002 again the agreement was executed whereby five years extension was granted to the petitioner. The petitioner has prayed for quashment of the above notices on the ground that the same being illegal and contrary to the conditions incorporated in the agreement dated 25-7-2002.

Return has been filed on behalf of respondent No.2 in which it has been mentioned that the building in question is required for construction and thereafter for housing the Courtroom, therefore, in terms of the agreement they are entitled for eviction.

I have heard learned counsel for the parties.

XI-HC-22

उच्च न्यायालय, छत्तीसगढ़, बिलासपुर

आदेश पत्रक

62

मामला क्रमांक W.P.3384/ **सन्** 2004

..... **विरुद्ध** .....

आदेश का दिनांक आदेश क्रमांक सहित	आदेश हस्ताक्षर सहित -2-	कार्यालयीन मामलों में डिप्टी रजिस्ट्रार के अन्तिम आदेश

Learned counsel for the petitioner submitted that as per the terms and conditions of the agreement, respondent No.2 ought to have given one month's notice asking the petitioner to vacate the premises, whereas, the impugned notices were given only for 15 days and three days respectively. He further argued that respondent No.2 can ask for vacation of the premises in question only when the same is required for construction, otherwise, the petitioner is entitled for five years as the premises in question has been given on rent to the petitioner for five years from 25-7-2002 on a monthly rent of Rs.1,270/-.

On the other hand, learned counsel for respondent No.2 argued that it is true that the notice was given for 15 days, but since now one month has elapsed, therefore, they are entitled for vacation. He further argued that the premises in question is required for construction of Court room as the civil Court is to be opened in Janpad Panchayat Bhavan. Learned counsel also argued that even vide representation Annexure P-7 given by the petitioner on 13-9-2004, it has been submitted that the building in question is not safe and it requires repairs, therefore, they are searching for the building, in the circumstances, the petitioner should have vacated the premises.

Having heard learned counsel for the parties, I have perused the relevant documents.

In this connection, in the relevant agreement under which the premises in question were given on lease to the petitioner by respondent No.2 for five years it has been specifically mentioned that the premises in question has been given for five years at the rate of Rs.1,270/- per month with effect from 25-7-2002. However, the respondent Janpad Panchayat is entitled to get the premises vacated after giving one-month notice to the petitioner and that too on the ground that the building in question is required

(नीचे देखिये)

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उच्च न्यायालय, छत्तीसगढ़, बिलासपुर

आदेश पत्रक

मामला क्रमांक W.P.3384/ **सन्** **2004**

..... **विरुद्ध** .....

आदेश का दिनांक आदेश क्रमांक सहित	आदेश हस्ताक्षर सहित -3-	कार्यालयीन मामलों में डिप्टी रजिस्ट्रार के अन्तिम आदेश

for construction of the complex. Bare perusal of notices dated 4-9-2004 and 13-9-2004 reveals that they do not satisfy with the requirement of the agreement, because, the notices were given for 15 days and three days, respectively, and not for one month as per the agreement. Moreover, nothing is mentioned in the notices that the premises in question were required for construction of complex in order to house the Court, which is going to be opened. However, it has been mentioned in the return, but this is an after thought as the purpose for which respondent No.2 asked the petitioner for vacating the premises in question has not been mentioned in the notices itself. Therefore, the notices in question are bad and the same are liable to be quashed on these grounds.

As far as the argument of learned counsel for respondent No.2 that the petitioner himself wants to vacate the building on the ground that it requires repairs and without which it is difficult for the petitioner to run the school is concerned, it is for the petitioner to consider the grievance raised by him through letter Annexure P-7 before respondent No.2.

Therefore, the petition is allowed and the notices dated 4-9-2004 Annexure P-5 and 13-9-2004 Annexure P-6 are quashed. No order as to costs.

In view of this order, I.A.No.7163/2004, M.(W.)P.No.4313/2004, and I.A.No.8002/2004 stand disposed of.

Parties are entitled for certified copy of this order.

Sd/-
L.C. Bhadoo
Judge

Soma

(पीछे देखिये)